



**ENTERGY**

**Arkansas Power & Light**  
425 West Capitol  
P.O. Box 551  
Little Rock, AR 72203  
Tel 501 377 4000

0/00687004

19471-D

July 11, 1995

Office of the Secretary  
Interstate Commerce Commission  
Office of Recordation  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423  
Attention: Secretary

Dear Secretary:

In accordance with the provisions of Section 11303 of Title 49 of the U.S. Code, and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder ("Rules and Regulations"), enclosed herewith for filing and recordation are two executed and acknowledged originals of a Lease Supplement No. 3 (the "Lease Supplement No. 3").

The Lease Supplement No. 3 is a secondary document as defined in the Rules and Regulations, and relates to an Equipment Leasing Agreement, a primary document recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on June 16, 1995 at 12:15 PM, and assigned Recordation Number 19471.

The names and addresses of the parties to the Lease Supplement No. 3 are as follows:

Lessor: Shawmut Bank Connecticut, National Association,  
as Owner Trustee,  
777 Main Street  
M.S.N. 238  
Hartford, Connecticut 06115

Lessee: Arkansas Power & Light Company  
425 West Capitol Avenue  
Little Rock, Arkansas 72201

LICENSING BRANCH

JUL 11 9 28 AM '95

RECEIVED  
OFFICE OF THE  
SECRETARY

Counterparts - Lawrence

A description of the railroad equipment covered by the Equipment Leasing Agreement is as follows: Two thousand, two hundred and eighty-nine (2,289) aluminum-sided rotary dump gondola "coalporter" railcars bearing identification numbers ETRX 750001-751440, inclusive, ETRX 850001-850849, inclusive, A.A.R. car type J311.

A filing fee of \$21.00 is enclosed to cover the required recordation fee, as set forth in 49 C.F.R. 1002.2(f)(84). Please return the duplicate copy of this letter and the original copy of the enclosed document not needed by the Commission for recordation to the bearer of this letter.

A short summary of the Lease Supplement No. 3 to appear in the index follows:

Lease Supplement No. 3 dated as of July 11, 1995, between Shawmut Bank Connecticut National Association, as Owner Trustee, as lessor, 777 Main Street, M.S.N. 238, Hartford, Connecticut 06115, and Arkansas Power & Light Company, 425 West Capitol Avenue, Little Rock, Arkansas, 72201, covering 230 aluminum-sided rotary dump gondola "coalporter" railcars bearing identification numbers ETRX 750361, 750377, 750380-750550 Inclusive, 750552-750553 Inclusive, 750557, 750559, 750561, 751211-751224 Inclusive, 751226-751231 Inclusive, 751409-751440 Inclusive, A.A.R. car type J311.

10. Certain Values:

<u>Expiration of:</u>	<u>Estimated Residual Value Percentage:*</u>	<u>Maximum Lessee Risk Percentage:*</u>	<u>Maximum Lessor Risk Percentage:*</u>
Basic Term	94.000000	83.231861	10.768139
Renewal Term 1 (if any)	88.000000	77.894959	10.105041
Renewal Term 2 (if any)	82.000000	72.540097	9.459903
Renewal Term 3 (if any)	76.000000	67.185236	8.814764
Renewal Term 4 (if any)	70.000000	61.816791	8.183209
Renewal Term 5 (if any)	64.000000	56.475513	7.524487
Renewal Term 6 (if any)	58.000000	51.120651	6.879349

\* Expressed as a percentage of the Acquisition Cost of each Item of Equipment

IN WITNESS WHEREOF, the parties hereto have caused this Lease Supplement to be duly executed by their duly authorized representatives as of this 11<sup>th</sup> day of July, 1995.

COUNTERPART NO. \_\_\_\_ OF EIGHT (8)  
SERIALLY NUMBERED MANUALLY EXECUTED  
COUNTERPARTS. TO THE EXTENT IF ANY  
THAT THIS DOCUMENT CONSTITUTES  
CHATTEL PAPER UNDER THE UNIFORM  
COMMERCIAL CODE, NO SECURITY  
INTEREST IN THIS DOCUMENT MAY BE  
CREATED THROUGH THE TRANSFER AND  
POSSESSION OF ANY COUNTERPART OTHER  
THAN COUNTERPART NO. 1.

Attest:  
(Lessee)

ARKANSAS POWER & LIGHT  
COMPANY, as Lessee

Chris Schaefer  
(Corporate Seal)

By William H. J.  
Title: Vice President and  
Treasurer

Attest:  
(Lessor)

SHAWMUT BANK,  
CONNECTICUT, NATIONAL  
ASSOCIATION, as Lessor

\_\_\_\_\_  
(Corporate Seal)

By \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Lease Supplement to be duly executed by their duly authorized representatives as of this 11<sup>th</sup> day of July, 1995.

COUNTERPART NO.        OF EIGHT (8)  
SERIALLY NUMBERED MANUALLY EXECUTED  
COUNTERPARTS. TO THE EXTENT IF ANY  
THAT THIS DOCUMENT CONSTITUTES  
CHattel PAPER UNDER THE UNIFORM  
COMMERCIAL CODE, NO SECURITY  
INTEREST IN THIS DOCUMENT MAY BE  
CREATED THROUGH THE TRANSFER AND  
POSSESSION OF ANY COUNTERPART OTHER  
THAN COUNTERPART NO. 1.

Attest:  
(Lessee)

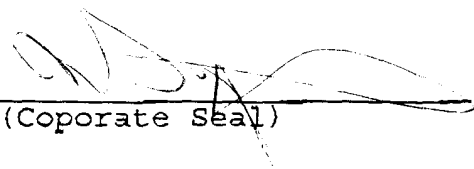
ARKANSAS POWER & LIGHT  
COMPANY, as Lessee

\_\_\_\_\_  
(Corporate Seal)

By \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:  
(Lessor)

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION, as owner  
as Lessor trustee,

  
\_\_\_\_\_  
(Corporate Seal)

By Attil  
Title: VICE PRESIDENT

State of Louisiana     )  
                              ) SS  
Parish of Orleans     )

On this 11<sup>th</sup> day of July, 1995, before me personally appeared in the City of New Orleans, State of Louisiana, William J. Regan, to me personally known, who being by me duly sworn, says that he is the Vice President and Treasurer of Arkansas Power & Light Company, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

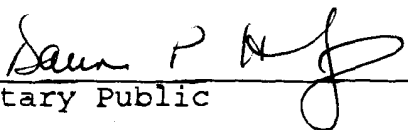
  
\_\_\_\_\_  
Notary Public

[NOTORIAL SEAL]

My commission expires: At my death

STATE OF CONNECTICUT )  
 ) SS  
COUNTY OF HARTFORD )

On this 10<sup>th</sup> of JULY, 1995, before me personally appeared Steven Cimalore in the City of Hartford, State of Connecticut, to me personally known, who being by me duly sworn, says that he is the Vice President of Shawmut Bank Connecticut, National Association, that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

**DAWN P. HEINTZ**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAY 31, 1997

SCHEDULE OF CASUALTY LOSS VALUES TO  
LEASE SUPPLEMENT NO. 3

<u>Percentage</u>	<u>Casualty Loss Value Payment Date</u>
100.000000	10/20/95
98.500000	1/20/96
97.000000	4/20/96
95.500000	7/20/96
94.000000	10/20/96
92.500000	1/20/97
91.000000	4/20/97
89.500000	7/20/97
88.000000	10/20/97
86.500000	1/20/98
85.000000	4/20/98
83.500000	7/20/98
82.000000	10/20/98
80.500000	1/20/99
79.000000	4/20/99
77.500000	7/20/99
76.000000	10/20/99
74.500000	1/20/00
73.000000	4/20/00
71.500000	7/20/00
70.000000	10/20/00
68.500000	1/20/01
67.000000	4/20/01
65.500000	7/20/01
64.000000	10/20/01
62.500000	1/20/02
61.000000	4/20/02
59.500000	7/20/02
58.000000	10/20/02



Schedule 1  
to Lease Supplement No. 3

<u>Equipment</u>	<u>Quantity</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>
BethGon Coalporter Car	230	ETRX	750361 750377 750380-750550 Inc. 750552-750553 Inc. 750557 750559 750561 751211-751224 Inc. 751226-751231 Inc. 751409-751440 Inc.



**Interstate Commerce Commission**  
**Washington, D.C. 20423-0001**

7/11/95

**Office Of The Secretary**

William J. Regan, Jr/  
Arkansas Power & Light Company  
425 West Capitol  
P. O. Box 551  
Little Rock, AR 72203

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/11/95 at 9:35AM , and assigned recordation number(s). 19471-D.

Sincerely yours,

Vernon A. Williams  
Secretary

**Enclosure(s)**

(0100687004)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

19471-D

LEASE SUPPLEMENT NO. 3

This Lease Supplement is executed pursuant to, and incorporates by reference all of the terms, conditions and provisions, of, the Equipment Leasing Agreement dated as of June 16, 1995 between the undersigned Lessor and Lessee (herein, as amended and supplemented from time to time, called the "Lease").

Lessee hereby (a) acknowledges and certifies that (i) each Item of Equipment described below or on any Schedule attached hereto has been selected by, delivered to, and inspected by, Lessee, (ii) Lessee has reviewed and approved the purchase order, supply contract or purchase agreement covering each such Item and (iii) that as between Lessor and Lessee, each such Item is of a size, design, capacity and manufacture acceptable to and suitable for and is in good working order, repair and condition; and (b) unconditionally and irrevocably accepts each such Item for lease under the Lease of the date hereof.

Lessor and Lessee hereby agree that each Item of Equipment described below or on any Schedule attached hereto is hereby leased from Lessor to Lessee under and subject to all of the terms, conditions and provisions of the Lease; that the Term with respect to each such Item commences on the date hereof and that such date is the "Acceptance Date" thereof; and that Acquisition Cost for all Items of Equipment covered by this Lease Supplement is as set forth below.

Lessee hereby agrees to pay the Rent for all Items of Equipment covered by this Lease Supplement in the amounts and at the times specified below, reaffirms its acknowledgments and agreements in Section 8 of the Lease and certifies that its representations and warranties set forth in Section 21 of the Lease and in any related certificate delivered to Lessor are true and correct on the date hereof.

All capitalized terms used herein which are not defined herein shall have the meaning given to such terms in the Lease.

1. Description of Item(s) of Equipment: Johnstown America Corporation Aluminum-Sided Rotary Dump Gondola Railcars
2. Quantity:  
As set forth on Schedule 1 hereto
3. A.A.R. Mechanical Designation:  
GT
4. Reporting Marks and Car Nos.:  
As set forth on Schedule 1 hereto
5. Acquisition Cost for each such Item of Equipment:  
\$50,192.79
6. Interim Term: commencing on date hereof and ending on October 19, 1995.
7. Basic Term Commencement Date: October 20, 1995
8. Basic Term: twelve (12) months, commencing on Basic Term Commencement Date and ending on October 19, 1996.
9. Renewal Term(s): six (6) Renewal Term(s) of twelve (12) months each.

19471-D

LEASE SUPPLEMENT NO. 3

This Lease Supplement is executed pursuant to, and incorporates by reference all of the terms, conditions and provisions, of, the Equipment Leasing Agreement dated as of June 16, 1995 between the undersigned Lessor and Lessee (herein, as amended and supplemented from time to time, called the "Lease").

Lessee hereby (a) acknowledges and certifies that (i) each Item of Equipment described below or on any Schedule attached hereto has been selected by, delivered to, and inspected by, Lessee, (ii) Lessee has reviewed and approved the purchase order, supply contract or purchase agreement covering each such Item and (iii) that as between Lessor and Lessee, each such Item is of a size, design, capacity and manufacture acceptable to and suitable for and is in good working order, repair and condition; and (b) unconditionally and irrevocably accepts each such Item for lease under the Lease of the date hereof.

Lessor and Lessee hereby agree that each Item of Equipment described below or on any Schedule attached hereto is hereby leased from Lessor to Lessee under and subject to all of the terms, conditions and provisions of the Lease; that the Term with respect to each such Item commences on the date hereof and that such date is the "Acceptance Date" thereof; and that Acquisition Cost for all Items of Equipment covered by this Lease Supplement is as set forth below.

Lessee hereby agrees to pay the Rent for all Items of Equipment covered by this Lease Supplement in the amounts and at the times specified below, reaffirms its acknowledgments and agreements in Section 8 of the Lease and certifies that its representations and warranties set forth in Section 21 of the Lease and in any related certificate delivered to Lessor are true and correct on the date hereof.

All capitalized terms used herein which are not defined herein shall have the meaning given to such terms in the Lease.

1. Description of Item(s) of Equipment: Johnstown America Corporation Aluminum-Sided Rotary Dump Gondola Railcars
2. Quantity:  
As set forth on Schedule 1 hereto
3. A.A.R. Mechanical Designation:  
GT
4. Reporting Marks and Car Nos.:  
As set forth on Schedule 1 hereto
5. Acquisition Cost for each such Item of Equipment:  
\$50,192.79
6. Interim Term: commencing on date hereof and ending on October 19, 1995.
7. Basic Term Commencement Date: October 20, 1995
8. Basic Term: twelve (12) months, commencing on Basic Term Commencement Date and ending on October 19, 1996.
9. Renewal Term(s): six (6) Renewal Term(s) of twelve (12) months each.